Primitive Methodist Church (England).

Model Chapel Trust Deed and Title Deed Form of the Primitive Methodist Connexion.

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THE

Model Chapel

TRUST DEED

AND

TITLE DEED FORM

OF THE

PRIMITIVE METHODIST CONNEXION.

LONDON:
ROBERT BRYANT, 48-50, ALDERSGATE STREET, E.C.

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ADVERTISEMENT.

For many years the necessity of a Model Chapel Deed was deeply felt by the most thoughtful members of the Primitive Methodist Community. The provisions of many of our early Trust Deeds were neither wise nor safe, and were, through alterations in the Statute Law, becoming increasingly defective; and therefore were not satisfactory to those who were duly concerned for the moral rights and well-being of the Connexion. Such a Deed was desirable to obtain uniformity in the legal settlement of our Connexional property, to secure equitable rights and privileges both to Trustees and to societies and congregations, and to shorten and thereby lessen the expenses of future Trust Deeds based thereupon.

The question of the Formation of such a Deed was carefully discussed by the Conference held at Sunderland in 1849; but nothing was effectually done till the Conference, which was held at Derby in 1861, appointed the Revs. William Garner, John Petty, and James Garner, as a Committee, to prepare the "Model Deed," and instructed them to consult Mr. Anthony Atkinson, solicitor, of Hull, in the preparation thereof; and if they deemed further legal advice desirable, to consult Sir William Atherton, who was then the Attorney General.

In drafting this Deed the Committee availed themselves of the aid afforded by the Model Deeds of the Wesleyan and Methodist New Connexion Communities, our own Deed Poll, and other suitable documents. The Draft was placed in the hands of Mr. Atkinson for legal revision; who having personally examined it, communicated thereon with Percival Bunting, Esq., of Manchester; who advised the employment of George Little, Esq., barrister, of Lincoln's Inn, London,

as a gentleman professionally well qualified to treat the matter in a safe and satisfactory manner. The draft and the legal correspondence thereon were laid before the Conference of 1862, which directed that William Lewis, Esq., solicitor, of Wilmington Square, London, and Mr. Councillor Little, should be engaged to complete the important undertaking, The document was revised and prepared for the press by these gentlemen, and was afterwards printed and circulated through the Connexion; various Connexional authorities being requested to peruse it attentively, and to suggest such alterations or improvements as seemed desirable. Finally, it was deliberately examined, carefully revised and adopted by the Conference of 1863. Thus it will be seen that "this thing was not done in a corner," nor hurried to a conclusion with undue haste.

This elaborate and important Instrument was secured at the cost of considerable labour and expense; and was sanctioned by high legal authority, and by the supreme court of the Connexion. All our Trust Deeds must be made in conformity therewith; and by reference thereto, in the manner of the appended "Form of Conveyance," which will place our Trust Estates under the same provisions as those which are declared at length in the "Model Deed."

This fifth edition is a careful reprint of the first edition of the Model Deed. It has been furnished with an index by the Connexional Secretary, which, it is hoped, will be found useful in referring to the contents thereof.

London, Dec. 16th, 1901.

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Conveyance

OF A

PIECE OF FREEHOLD GROUND

AND OTHER PROPERTY, TO TRUSTEES,

UPON TRUST,

For the use of the Primitive Methodist Connexion,

AND WHICH IS REFERRED TO AS

THE MODEL CHAPEL TRUST DEED FOR THE SAID CONNEXION.

1. This Indenture, made the twenty-fourth day of March, one thousand eight hundred and sixty-four, between the Reverend Richard Davies, of Sutton Street, Commercial Road, in the county of Middlesex, Primitive Methodist Minister, of the one part, and Jabez Barlow, of 7, Argyle Terrace, Lorrimore Road, in the county of Surrey, Chairmaker, George Robey, of 22, Watney Street, Commercial Road, aforesaid, City Missionary, John Wonfor, of 2, Porchester Terrace, Bishop's Road, Camberwell, in the said county of Surrey, Tailor, Robert William Linom, of Grosvenor House Academy, Hill Street, in the said county, Schoolmaster, William Baker, of 23, Penton Row, Walworth Road, in the said county, Butcher, George Woods, of 10, Allen Street, York Road, Albany Road, Camberwell, aforesaid Warehouseman, Robert Baker, of 4, Hendri Road, Old Kent Road, in the said county of Surrey, Carpenter, George Hayter, of 15, Richmond Terrace, East Street, Walworth, aforesaid, Carpenter, Jesse Povey, of 10, Allen Street, York Road, aforesaid, Warehouseman, William Lewis, of 3, Phelp Street, in the said county of Surrey, City Missionary, and Richard Povey, of 10, Allen Street, aforesaid, Coachman, of the second part. Parties.

2. Whereas in order the better to understand the intent and meaning of these Presents, it is desirable to recite briefly the origin and formation of the Religious Community known by the title of The PRIMITIVE METHODIST CONNEXION; (that is to say)

3. WHEREAS, in the year of our Lord, one thousand eight hundred and eight, Hugh Bourne, Recitals explaining the origin

and formation of the Primitive Methodist Societies.

of Bemersley, in the parish of Norton-in-the-Moors, in the county of Stafford, since deceased, and James Bourne, of Bemersley, aforesaid, Farmer, since deceased, established several congregations of persons in different parts of England, with regular services of Religious Worship, one of which congregations was at Ramsor, in the parish of Ellaston, in the said county of Stafford, and another at Wooton, in the same parish; and did, in the month of March, one thousand eight hundred and ten, establish a congregation at Standley, in the parish of Leek, in the said county of Stafford, in which place and congregation they also formed a society and class, on a plan similar to that on which the late Reverend John Wesley, Master of Arts, deceased, formed societies and classes among the people called Methodists. And afterwards they, the said Hugh Bourne and James Bourne, did in like manner form societies and classes in the other congregations before mentioned. And in the year of our Lord, one thousand eight hundred and eleven, they, the said Hugh Bourne and James Bourne, together with William Clowes, of Tunstall, in the parish of Wolstanton, in the county of Stafford aforesaid, Potter, since deceased, and one James Steele, since deceased, established a congregation, and formed a society and classes on a similar footing at Tunstall aforesaid; and the said several societies and classes, together with other congregations, societies, and classes, in several parts of England, were afterwards closely united and connected, and the whole thereof, under the care of the said Hugh Bourne, James Bourne, William Clowes, and James Steele, were formed into one general community or connexion,

known and distinguished by the title or denomination of "THE PRIMITIVE METHODIST CONNEXION."

Doctrines.

4. AND WHEREAS the doctrines believed and taught by the said Primitive Methodist Connexion, were and are that system of religious doctrines which was laid down and established by the said John Wesley, believed by him to be none other than the doctrines of the Church of England: and which are set forth by him in certain notes on the New Testament, commonly called, or reputed to be, the notes of the said John Wesley on the New Testament, and in the first four volumes of sermons commonly called his sermons, and reputed to have been written and published by him:

Increase of the Connexion—Formation of Societies.

5. AND WHEREAS the said Primitive Methodist Connexion, in and by the labours of its members at various times, to promote good morals and true religion, hath increased in numbers, and hath been and is now composed and arranged in societies, circuits, or stations and districts:

Leaders and other Officers.

6. AND WHEREAS the said Primitive Methodist Connexion hath its leaders of classes, circuit stewards, delegates, local preachers, superintendents, and other travelling or itinerant preachers, a general book steward, and an editor and a book committee, a general or managing committee, district building committees, and other committees:

Circuits and District Meetings and Conference.

7. AND WHEREAS the said Primitive Methodist Connexion hath its circuit or station meetings, district meetings, and an annual meeting or Conference: AND WHEREAS the

first annual meeting, assembly, or Conference of the said Connexion was held at Kingston-upon-Hull, in the county of the same town, in the month of May, Anno Domini, one thousand eight hundred and twenty: (A meeting preparatory thereto having been previously held at Nottingham in August, one thousand eight hundred and nineteen), and an annual meeting, assembly, or Conference, hath since been regularly held year after year:

Reference to the Connexional Deed Poll.

8. AND WHEREAS in and by a certain Deed Poll or certain instrument in writing, under the hands and seals of the said Hugh Bourne, James Bourne, and William Clowes, and which said Deed Poll or instrument in writing bears date the fifth day of February, one thousand eight hundred and thirty; and is attested by two credible witnesses; and was inrolled in the HIGH COURT OF CHANCERY on the tenth day of February, one thousand eight hundred and thirty. After reciting among other things to the effect hereinbefore recited:

9. AND reciting that divers buildings for religious worship, commonly called chapels, with or without dwelling-houses, and with suitable appurtenances to each of them belonging, situate in various parts of Great Britain, and in the Isle of Man, by divers deeds or conveyances, and with or without declarations of trust, had been conveyed to and settled upon certain persons, declared or intended to be trustees; and divers pieces of land or ground had been purchased or taken on lease, or had been agreed to be taken by divers persons as trustees; and divers chapels or meeting houses, and schools or school houses, had been erected

and built by and with the produce of subscriptions, collections and donations; and had been or were to be conveyed to trustees upon a variety of trusts, but all intended to secure the land or ground and chapels and meeting houses, schools, and school houses, with the appurtenances, for the use of persons in membership and communion with the said Primitive Methodist Connexion:

10. AND reciting that other chapels, buildings and meeting houses, school houses, dwelling houses, hereditaments, and real estates, might also thereafter be conveyed and assured to or to the use of, or in trust for the purposes of the said Connexion:

11. AND reciting that for rendering more effectual the several deeds or conveyances, leases, instruments, and agreements, which had theretofore been made, executed, or entered into, and the donations and bequests that had been theretofore given or made, and the enjoyment of the several estates and properties then already required, and intended to be for the purposes of the said Connexion, and for assisting in the expositions of the trusts thereof, and also for the guiding and explaining the objects of future donations, bequests, leases, and conveyances, that might be thereafter given, made, granted, or executed, to and for the purposes of the said Connexion; and that no doubt, question, or litigation, might arise with respect to the existence, doctrines, objects, members, or officers, and rules of the said Connexion, and for the better and permanent exposition and record of the objects of the said Connexion, and of their rules, regulations and discipline, and of the qualifications and

duties of all the different members, preachers, and other officers, in the said Connexion: It was thought expedient, and it was determined and directed, at and by a general annual meeting, assembly, or Conference thereof, held at Scotter, in the county of Lincoln, which commenced on the fourteenth day of May, one thousand eight hundred and twenty-nine, and terminated on the nineteeth day of the same month, that the members of the said Connexion, whose names were thereto severally subscribed and seals were affixed, should explain and declare the name, objects, rules, and fundamental regulations thereof, to the intent and purpose that the same might not at any time thereafter be unknown or controverted, and that the donations, bequests, or moneys, which had been or might be given and bequeathed, and the freehold, copyhold, or leasehold chapels, meeting houses, school houses, dwelling houses, and estates, and all other properties which had been or might thereafter be granted, surrendered, assured, taken, or conveyed to or by any trustees or other persons, to and for the purposes of the said Connexion, or of the societies forming a part of the same, or which had been or might be declared to be held subject to the rules and regulations of the said Connexion, might not be lost, unrecovered, unappropriated, or misapplied:

12. IT WAS WITNESSED that for the accomplishing of the aforesaid purposes, the said Hugh Bourne, James Bourne, and William Clowes, in pursuance of the aforesaid direction and determination of the said annual Meeting, assembly, or Conference held at Scotter, as aforesaid, thereby jointly and severally declared:

13. FIRST, that the name, style, and title, by which the Religious Community or Connexion thereinbefore described and intended to be established and identified by those Presents had hitherto been and was thereafter to be called, known, and designated by the members thereof, was and should be the "Primitive Methodist Connexion." Declares 1st. The Style of the Connexion.

14. SECONDLY, that the religious tenents or doctrines professed and believed by the members of the said Connexion, had been and should be, the innocency of man in his first state, the fall of man, general redemption by Jesus Christ, repentance, justification of the ungodly by faith, the witness of the Spirit, sanctification by the Holy Spirit producing inward and outward holiness, the doctrine of the Trinity, the proper divinity of Jesus Christ, the resurrection of the dead, the general judgment, and eternal rewards and punishments; these being the same doctrines as were believed and taught as aforesaid by the said John Wesley, deceased, and which are set forth in the said notes on the New Testament, and the first four volumes of his Sermons. 2nd. Religious tenets or doctrines.

15. THIRDLY, that the members of the said Connexion did then, and should from time to time, and at all time thereafter, consist of such persons as were or should be formed into and continue to belong to the societies or classes in and of the said Connexion, united to assist each other in working out their salvation, and in spreading the kingdom of Christ upon earth; each member having, and to have his or her name on a class paper, in and of the said Connexion, and holding a society ticket, to be printed 3rd. Members and Societies.

at the Printing Office of the said Primitive Methodist Connexion, and delivered to him or her by a preaching minister belonging to the said Connexion, and by such other person or persons as the circuit quarter-day board of the said Connexion should delegate and appoint; and which class or society ticket should have a passage of Scripture printed upon it, and the name of the member holding the same written thereon: and should be renewed quarterly, or as often as the rules and regulations of the said Connexion should from time to time prescribe and direct: Also that the said Connexion was and should continue to be formed in circuits, each circuit having its quarterly meetings, with a circuit committee and circuit steward: Also that the said Connexion was and should continue to be arranged in districts, each district to have a meeting at the time appointed by the annual assembly or Conference next preceding:

4th. Permanent Officers.

16. FOURTHLY, that the permanent officers of the said Connexion consisted and should continue to consist of leaders of classes, circuit stewards, persons composing the several committees, delegates, preachers (local and travelling or itinerant), the general book steward and the book editor:

5th.—Leaders' Circuit and District Meetings.

17. FIFTHLY, that there were then and should for ever thereafter be the several meetings of the said Connexion thereafter mentioned, which meetings should be governed and regulated as was thereafter also mentioned (to wit)—First, Leaders' Meetings—Second, the Circuit General Quarterly Meetings—Third, the District Meetings, all of which several and respective meetings should consist of such persons, and should be

held at such times and places, and should transact such business and should proceed in such order as the rules and regulations or bye-laws made at and by the annual assemblies or Conferences of the said Primitive Methodist Connexion, to be holden as thereinbefore was mentioned, should from time to time prescribe, direct, and appoint:

Annual Conference, and of whom composed.

18. AND by the said Deed Poll now in recital, it was further witnessed that the said Hugh Bourne, James Bourne, and William Clowes, further declared that there should for ever thereafter be an annual assembly or Conference of the said Primitive Methodist Connexion, which should be composed of delegates from the several districts, duly elected at the several district meetings, one-third of which district delegates so to be elected should consist of regular and orderly travelling or itinerant preachers in and of the said Primitive Methodist Connexion, and the other two-thirds of such district delegates should consist of such members of the said Connexion as should sustain each the office of local preacher or of class leader, or of circuit steward, in the said Connexion, and of such other persons as should by virtue of those Presents be constituted permanent members of the annual assembly or Conference, and of such other persons, not exceeding four in number, as the annual assemblies or Conferences should by their bye-laws from time to time appoint. And that the persons above specified were and should for ever thereafter be constituted and taken to be and should to all intents and purposes be the members constituting the annual assembly or Conference of the said Primitive Methodist Connexion: Nevertheless, upon the terms and

subject to the regulations thereinafter prescribed (that was to say): First, that the members of the said annual assembly or Conference of their successors for the time being, for ever should assemble once in every year at Tunstall, Nottingham, Kingston-upon-Hull, Sunderland, Manchester, Leeds, London, or elsewhere, for the purposes of the said Connexion: the time and place of such meeting to be in all cases appointed by the annual assembly or Conference next preceding (except only that the then next annual assembly or Conference should be held at Kingston-upon-Hull aforesaid, on the thirteenth day of May then next.) And that the members so assembled from time to time, should in the first instance proceed to elect a president from among themselves, whose duty it should be to preserve order and regularity in the business of the said assembly, and who, in case of an equality of votes upon any question or proposition, should over and besides his single vote, be entitled to a casting vote, in order to ensure a majority:

Where the Conferences were to be held.

Choice of President.

Sittings of Conference and its business.

19. AND that the said annual assembly or Conference should continue assembled not less than four days, nor longer than sixteen successive days: And the annual assembly or Conference should and might station and appoint the Travelling or Itinerant Preachers for the ensuing year, in their several Districts, Circuits, Chapels, and Cures: also appoint a General or Annual Committee; also appoint the times and places of the several District Meetings for the year next ensuing: also appoint the time and place of the next ensuing annual assembly or Conference; and make and appoint all needful regulations for carrying on and promoting the objects of the

As to Preachers.

District Meetings.

Conference.

Regulations

said Primitive Methodist Connexion: And if it should happen through sickness or otherwise, that the whole of those that were nominated and appointed as members of the annual assembly or Conference as aforesaid, should not attend at the time and place appointed as aforesaid, yet those that did actually attend at the time and place appointed, if they should be not less than ten in number, should be the constituent members of such Conference, and should to all intents and purposes proceed in the same manner and with the same authority as if the whole of the members belonging to the Conference were assembled: And their acts should to all intents and purposes be taken and deemed to be and should be the acts of the whole Conference:

Ten members to form Conference.

20. AND it was thereby also declared and agreed that the said Hugh Bourne, James Bourne, and William Clowes, together with Sampson Turner, of Winster, in the County of Derby, Minister of the Gospel, John Garner, of Oldham, in the County of Lancaster, Minister of the Gospel, John Hancock, of Tunstall, aforesaid engraver, Richard Odlin, of Blyton, in the County of Lincoln, Farmer, George Taylor, of Brindley, in the County of Chester, Farmer, David Bowen, of Darlaston, in the said County of Stafford, Bridle Bit Maker, Thomas Sugden, of Manchester, Confectioner, Ralph Waller, of Mellor, in the County of Derby, Cotton Spinner, and John Gordon Black, of Sunderland, in the County of Durham, Lime Manufacturer, had been appointed, and their appointment was thereby ratified and confirmed as permanent members of the annual assembly or Conference of the said Primitive Methodist Connexion during their respective

Permanent Members of Conference.

natural lives, subject nevertheless to their being displaced as thereinafter mentioned (save only that the said Hugh Bourne, James Bourne, and William Clowes were thereby appointed permanent members of the said annual assemblies or Conferences, during their respective natural lives, without being subject or liable to be displaced from their said offices as permanent members of the said annual assemblies or Conferences) and that no person or persons should at any time thereafter be appointed a permanent member or permanent members of the annual asssemblies or Conferences of the said Connexion during life, without being liable to be removed for incompetency, or incapacity, as thereinafter mentioned. And they, the said twelve persons above named, and their successors to be chosen and appointed as thereinafter mentioned, were and should for ever thereafter be deemed and taken to be permanent members of the said annual assemblies or Conferences, subject only as therein is otherwise expressed:

Vacancies of Members to be filled up.

21. And it was thereby further declared that the said annual assembly or Conference should, on the second or third day of its sitting, proceed to fill up all vacancies which might have occurred among the said permanent members by death, resignation, absence, or otherwise, as thereinafter mentioned:

What absence should disqualify permanent Members.

a. AND ALSO that any permanent member of the annual assembly or Conference absenting himself from the yearly assembly thereof for two years successively, without the consent or dispensation of the annual assembly or Conference, and not being present on the first day of the following yearly Conference, at the time and place appointed

for holding the same (excepting always the three persons executing those Presents), should cease to be a permanent member thereof to all intents and purposes, as if he were actually dead:

Conference might remove Members for misbehaviour.

b. AND ALSO, that the said annual assembly or Conference should, and lawfully might, remove from his office of permanent member thereof any person who should be found guilty of immorality or breach of discipline, or of promulgating doctrines contrary to the standing doctrines of the said Connexion, or promoting sedition or rebellion therein:

c. AND every permanent member so expelled and put out, should cease to hold his said office to all intents and purposes, as though he were actually dead:

d. AND ALSO, that any person being a permanent member as aforesaid, who should withdraw from or leave the said Connexion, or should make or foment any division therein, should at and from the instant of his so doing cease to be such permanent member to all intents and purposes, as if he were actually dead:

Qualifications and disqualifications of permanent Members.

e. AND ALSO, that no person should be eligible to be elected a permanent member as aforesaid, unless he should have previously been a member of an annual assembly or Conference of the said Connexion, duly chosen to attend thereat by a district meeting of the said Connexion, and that no permanent member who shall have ceased to be such, shall be eligible to be re-elected, and that no person should be elected a permanent member who, during the time he should have been a member of the said Connexion should have been inattentive to discipline, or occasionally

irregular, or should have promulgated doctrines contrary to the doctrines of the said Connexion, as thereinbefore set forth: Neither should any person be elected a permanent member, who, through bodily affliction, should not be equal to the performance of the duties of the office; and the said annual assembly or Conference should uniformly choose that qualified person to be a permanent member, who during the longest period of time should have been a regular and approved member of the said Connexion:

Conference Journal to contain the ames of all the Members thereof.

f. AND ALSO that each annual assembly or Conference should cause to be entered or registered in a book, to be called the Conference Journal, the names of all the persons forming, constituting, or composing such annual assembly or Conference: And that such entry or registration should be evidence of each and every individual being and having been legally, regularly, and duly appointed to the office of a member of such annual assembly or Conference, without any other proof.

Conference might make Bye-laws, Rules, and Regulations.

22. AND the said annual assembly or Conference should from time to time have power to make such bye-laws, rules, orders, and regulations for the regulation of the meetings of the said Connexion. and of the proceedings of the various officers, and for the better conducting of the affairs of the said Connexion, and effectuating the objects thereof as such annual assembly or Conference should from time to time deem expedient; and that such bye-laws, rules, orders, and regulations as might be made by the annual assembly or Conference for the time being should and might from time to time be repealed or varied by the same or any subsequent annual

And repeal or vary them.

assembly or Conference as the majority of the members present should think necessary.

Proviso regarding Bye-laws.

23. AND by the said Deed Poll now in recital, it was provided that such bye-laws, rules, orders, and regulations should never contravene or violate any of the provisions and declarations thereinbefore contained and thereby declared, nor should permit any appropriation of any of the Chapels or Property of the said Connexion to any other object or objects than the objects therein declared, nor permit any other persons to be members of the said Connexion, or to be Treasurers, Delegates, or other Officers therein, or to be Ministers officiating in the places for religious worship erected or provided by or belonging thereto, than the persons thereinbefore declared to be exclusively eligible and qualified so to be, anything thereinbefore contained to the contrary thereof in anywise notwithstanding.

Acts of the majority to be acts of the Conference.

24. AND it was thereby further declared that the acts of the majority of any annual assembly or Conference or other meeting of the said Connexion should be had and taken to be and should be the acts of the whole of such respective meeting or meetings, to all constructions and purposes whatsoever: And that the said annual assembly or Conference should and might appoint a general or annual Committee to consist of such member or members of the said Connexion as the Conference should appoint to attend to the general concerns of the said Connexion; and that all acts, resolutions, orders, and directions touching elections, admissions, expulsions, consents, dispensations, delegations, arrangements or appointments, and other acts whatsoever of the annual assembly or Conference,

A General Committee might be appointed by Conference.

All Acts were to be entered in the Conference Journal.

should be entered and written in the journals or minutes of the Conference which should be kept for that purpose, and publicly read and subscribed by the President and Secretary thereof for the time being, or by such other person or persons as the annual assembly or Conference might from time to time appoint before the business of the Conference should be concluded; and when so entered and subscribed should be had, taken, and received as, and should be the acts of the Conference, and such entry and subscriptions as aforesaid should be had, taken, and received, and should be evidence of all and every such acts, resolutions, orders, and directions of the said annual assembly or Conference, without the aid of any other proof. And, whatever acts, resolutions, orders, and directions should not be entered, and subscribed as aforesaid, should not be had, taken, or received, neither should the same be construed or taken as the acts, resolutions, orders and directions of the Conference. And the Conference should or might from time to time order and direct such and so many of their acts, resolutions, orders, and directions as aforesaid as they might judge proper to be printed at the Printing Office of the said Connexion, and published at its Book Room in a pamphlet or pamphlets, under the title of Minutes of the Conference, or Rules, or Regulations, and such printing and publishing should be further evidence of the acts and proceedings of the Conference: And the said annual assembly or Conference from time to time by printing and publishing their Minutes or some part or parts thereof, or by such other means as they should from time to time determine upon, should publish and make known when and where each then next

How to be signed.

Conference might order its proceedings to be printed.

ensuing District Meeting should be held, and when and where the then next annual assembly or Conference should be held :

Declaration as to Chapels, Schools, and other property held in trust for the said Connexion.

25. AND it was thereby furthermore declared that all or any Chapels, or Meeting Houses, Schools and School Houses, Dwelling Houses, Buildings. Lands, Tenements, and Estates, whether Freehold, Copyhold, or Leasehold, which had been theretofore, and were then held, possessed, or enjoyed by any Feoffees, Trustees, or other persons to the use of, or in trust for the said Primitive Methodist Connexion, or for any Societies, or bodies of persons connected therewith, or which any person or persons, or body corporate or politic, should or might at any time or times thereafter convey, surrender, give, demise, or assure, to or for any such use or trust, or any similar uses or trusts, should and might be lawfully conveyed, surrendered, demised, assigned, settled, and assured to any person or number of persons, as Feoffees or Trustees in trust to be held, used occupied, and enjoyed for the furtherance of the objects, intents and purposes of the said Connexion, as the same were, in and by those Presents, declared and set forth, or of such of those objects, intents and purposes as the parties to the Deeds or Instruments declaring such trusts should think proper.

Proviso that the same might be mortgaged or sold to pay debts.

26. AND by the Deed Poll now in recital it was provided that all lands, tenements, hereditaments, estates, and property, conveyed or settled to, for or upon any such uses or trusts, should and might from time to time be mortgaged, charged, sold, aliened, conveyed, assigned, and disposed of, freed and discharged of and from all such uses and trusts, by the Feoffees or Trustees thereof for

the time being, for the purpose of liquidating or discharging any debt or debts contracted or owing on account of such Trust premises, or upon any other needful occasion, although no sufficient provisions for that purpose should be contained in the Deed or Deeds creating such Trusts, and that an order or resolution of the said Conference should be in all cases a sufficient authority for the mortgaging, charging, selling, conveying, surrendering, or assigning of any estate or property so settled and circumstanced, and a copy of any such Order or Resolution, authenticated by the signature of the President and Secretary of the Conference for the time being should be deemed conclusive evidence of the facts therein stated.

Declaration as to foreign chapels and societies.

27. AND it was thereby also further declared that for the convenience of any Chapels and premises which were then or which might thereafter be given, leased, or conveyed, for the purpose of the said Connexion, out of the Island of Great Britain, and for the regulation of any societies of the said Connexion out of Great Britain, the Conference of the said Connexion should and might when, and so often as they should deem it expedient, but not otherwise, appoint, invest, and delegate any member or members of the Conference, with all or any of the powers, privileges and advantages thereinbefore contained or vested in the Conference, and all and every the acts, resolutions, orders and directions, admissions, expulsions, and appointments, whatsoever of such member or members of the Conference so appointed and delegated as aforesaid (the same being put into writing and signed by such delegate or delegates, and entered

Delegates might be appointed, Their acts to be acts of Conference.

in the journal or minutes of the Conference and subscribed as before mentioned, with respect to the proceedings of the Conference) should be deemed and taken to be, and should be the acts, resolutions, orders and directions, admissions, expulsions, and appointments of the Conference to all intents and purposes whatsoever from the respective times, when the same should be done by such delegate or delegates, notwithstanding anything thereinbefore contained to the contrary.

Dissolution of the Connexion under certain circumstances.

28. AND it was thereby lastly declared that whenever the said Primitive Methodist Connexion should be so reduced that there should be no annual assembly or Conference thereof for the space of three successive years, nor any General Circuit Quarterly Meetings for the space of one year, then the said Connexion of people called "Primitive Methodists" should be considered as extinguished in regard of and to all the purposes for which it was first formed and connected: And it should be considered as having no further existence:

Recital of contract for purchase.

29. AND WHEREAS the said parties hereto of the second part are possessed of certain sums of money intended to be laid out in purchasing a plot or parcel of land, and in or towards erecting thereon a chapel or Place of Worship, with such other erections and appurtenances as may be thought necessary for the use of the said Primitive Methodist Connexion at Walworth, in the county of Surrey, to be settled upon the trusts, and in the manner hereinafter declared and contained or referred to, of, and concerning the same: And in pursuance to the said intentions they have contracted and agreed with the said Richard Davies for the absolute purchase

of the plot or parcel of land and hereditaments hereinafter described and more particularly set forth at and for the price of £1,000.

Testatum. **30.** NOW THIS INDENTURE WITNESSETH that in pursuance of the said intention, and in consideration of the sum of £1,000 of lawful British money by the said parties hereto of the second part, to the said Richard Davies, paid at or before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, he the said Richard Davies doth by these presents grant, bargain, sell, alien, release, and confirm unto the said parties hereto of the second part, and their heirs and assigns ALL THAT plot or parcel of freehold land situate, lying and being on the north side of East Street, formerly called East Lane, Walworth, in the parish of St. Mary, Newington in the County of Surrey, containing in width from east to west thirty-two feet of assize (little more or less), and in depth from north to south one hundred feet of assize (little more or less). and all those two messuages or tenements respectively numbered 14 and 15, Richmond Place, in East Street aforesaid, erected and built on part of the said peice of land, and also the Chapel and all other erections and buildings now erected on the said peice of ground, together with all and every the rights, members, and appurtenances to the said hereditaments and premises belonging or in anywise appertaining: And the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits thereof: And all the estate, right, title, interest, inheritance, property, possession, claim, and demand whatsoever, both at law and in equity of him, the said

Richard Davies, in, to, out, of, or upon the said premises, and every part thereof: TO HAVE AND TO HOLD the said plot or parcel of land, hereditaments, and all and singular, other the premises hereinbefore described and hereby assured or intended so to be with their and every of their appurtenances in possession immediately from the making hereof, and without any power of revocation, reservation, trust, condition, limitation, clause, or agreement whatsoever for the benefit of the said Richard Davies, of the first part, or any person or persons claiming or to claim under him unto the said parties hereto of the second part, and their heirs TO THE USE of the said parties hereto, of the second part, their heirs and assigns for ever: BUT UPON THE TRUSTS, and to, and for the intents and purposes, and with, under, and subject to the powers, provisoes, declarations, and agreements following, that is to say: Habendum.

31. UPON TRUST, that they the said parties hereto of the second part, and the survivors or survivor of them, and the heirs and assigns of such survivor, or other the Trustees or Trustee for the time being acting in the trusts of these Presents, shall, and do, with and out of the moneys now, or which may hereafter, be possessed by them or him for that purpose, and as soon after the execution of these Presents as conveniently may be, to take down the present erections and buildings on the said piece of land, or any part thereof, and to erect and build upon the said plot or parcel of land, or upon part thereof, from time to time, and at all times hereafter, and whenever it shall be necessary for the due accomplishment of the trusts of Upon trusts following, namely, to build chapel with appurtenances.

these Presents, or of any of them, repair, alter, enlarge, and rebuild a Chapel or Place of Religious Worship, and a dwelling house or dwelling houses, vestry room or vestry rooms, school room or school rooms, and offices, as the circumstances may require conveniences and appurtenances, or with or without any of them respectively as, and in such manner as they the Trustees or Trustee for the time being of theses Presents shall, with the Sanction of the District Building Committee of the district in which the said intended Chapel or Place of Religious Worship is or may be situated, or such other Committee as the Conference may appoint for that purpose, deem necessary or expedient.

To permit the use of the Chapel to a congregation of the Primitive Methodist Connexion.

32. AND UPON FURTHER TRUST from time to time and at all times hereafter to permit and suffer the said Chapel with the appurtenances now erected on the said piece of ground, and at all times after the erection of a new Chapel, to permit and suffer such new Chapel or Place of Worship, with the appurtenances to be used, occupied, and enjoyed as and for a Place for Religious Worship, by a congregation of Protestants of the said People of the Primitive Methodist Connexion, and for public and other Meetings and Services held according to the general rules and usages of the said People of the Primitive Methodist Connexion, and for them only.

To admit certain designated persons to preach therein.

33. AND ALSO UPON TRUST from time to time and at all times hereafter to permit and suffer such person or persons as are hereinafter mentioned or designated, and such person and persons only, freely and without any interruption

to preach and expound God's Holy Word, and to perform the usual acts of religious worship in accordance with the rules and usages of the said Primitive Methodist Connexion, in the said Chapel or Place of Religious Worship, that is to say, such person and persons as shall from time to time be approved and for that purpose appointed by the said annual meetings of the Conference of the said Primitive Methodist Connexion from time to time held according to the provisions of the aforesaid Deed Poll, either as the Itinerant Preacher or Preachers for the time being stationed by the Conference with a view to their so officiating as aforesaid, or who shall or may have received any other appointment so to officiate from the said Conference, and who in either case after having been so appointed by the said Conference shall still continue and remain possessed of the qualifications entitling them so to officiate in accordance with the rules and usages of the said Primitive Methodist Connexion. And also, in the event of any vacancy or vacancies occurring in the appointment or appointments of the Itinerant Preacher or Preachers so stationed by the Conference as aforesaid, or of other the person or persons so appointed by the Conference as aforesaid during the interval between any of the annual meetings of the said Conference, wherever such vacancy or vacancies shall have been occasioned by the death of any such Itinerant Preacher or Preachers, or other person or persons, or by his or their resignation of office, or his or their removal or suspension from office by any authority competent so to remove or suspend him or them according to the rules and usages of the said Primitive Methodist

1. Appointees of Conference.

2. Substitute appointed by Station Quarter-day Board to fill vacancies in appointments of Conference.

Connexion, then to permit any other person or persons who may be appointed in his or their behalf by the Station Quarter-day Board of the said Primitive Methodist Connexion, within whose jurisdiction the said Chapel or Place of Religious Worship may for the time being be situate, in the said Chapel or Place of Religious Worship in accordance with the said rules and usages of the said Connexion, to officiate in the place or places of the said deceased, resigned, removed, or suspended person or persons in the meantime and until the next following annual meeting of the said Conference.

3. Members of the Connexion appointed by the Station Quarter-day Board.

34. AND also to permit any other person or persons, being a member or members of the said Primitive Methodist Connexion whom the said Station Quarter-day Board within whose jurisdiction the said Chapel or Place of Religious Worship may for the time being be situated, or any other person or persons authorised to make such appointment by the said Station Quarter-day Board, shall from time to time appoint in accordance with the rules and usages of the said Connexion, to officiate in the said Chapel or Place of Religious Worship in accordance with the rules and usages for the purpose of his or their conducting or taking part in the services of the said Chapel or Place of Religious Worship in accordance with the aforesaid rules and usages, upon some particular occasion or occasions, for which the appointment or appointments shall be made under such authority as aforesaid: And upon trust that when any two of the Trustees for the time being together with the Superintendent Preacher of the Station within which the said Chapel or Place for Religious Worship may be

situate, or any two of the Trustees together with the said Station Quarter-day Board within whose jurisdiction the said Chapel or Place of Religious Worship may be situate, shall think it proper to direct, and shall direct that the use of the said Chapel or Place of Religious Worship, and the right of officiating and conducting the services thereof shall be allowed upon some particular occasion or occasions to any person or persons other than those who may derive authority to make use of the said Chapel, and to officiate therein under any such appointment or appointments as aforesaid, and notwithstanding that the person or persons to whom such desire shall apply, may not be a member or members of the said Primitive Methodist Connexion, then to permit such last mentioned person or persons, and him or them only to officiate in and conduct the services at the said Chapel or Place of Religious Worship, on such last mentioned occasion or occasions, and in accordance with any such last mentioned appointment as aforesaid, and for this purpose any such desire as cast aforesaid shall to the extent thereof be taken to displace or to supersede any right to officiate in the said Chapel, or to conduct the services thereof upon the occasion or occasions to which such desire shall extend, which, but for this provision would or might have been vested in any other person or persons under any other such appointment or appointments as aforesaid.

4. Occasional Preachers, including Members of other Religious bodies.

35. AND IT IS HEREBY DECLARED that the times and manner of the various services and ordinances of religious worship to be observed and performed in the said Chapel or Place of Religious Worship shall be regulated according to the general rules and usages of the said Primitive Methodist

Times and manner of the services, and who to conduct them.

Connexion; and that the officiating preacher for the time being, whether appointed by the said Conference or permitted or appointed as hereinbefore set forth, shall have the directing and conducting of the same worship, in conformity nevertheless to the general rules and usages of the said Primitive Methodist Connexion.

Proviso respecting Preachers immoral, erroneous in doctrine, or deficient in ability.

36. PROVIDED ALWAYS, and it is hereby declared that if at any time or times hereafter the Trustees for the time being of these Presents, or a majority of them, shall believe that any preacher or other person, appointed at any time by the said Conference, or by any other authority as aforesaid, to officiate in the said Chapel or Place of Religious Worship as aforesaid, is either immoral or erroneous in doctrine (unless the question of such immorality or erroneousness in doctrine shall have been previously inquired into and disposed of by the Conference, or by an authority lawfully constituted by, or under the direction of the Conference) then and in every such case it shall be lawful for the said Trustees for the time being, or a majority of them, to bring the case before the Station Quarter-day Board within whose jurisdiction the said Chapel or Place of Religious Worship shall for the time being be situate; or if the occasion shall so require, before any Committee of the Board authorized by the Board to take cognizance of such cases during the intervals between its own sittings; or to require the Superintendent preacher of the Station in which the said Chapel or Place of Religious Worship shall for the time being be situate, to cause the said charge or complaint to be laid before the said Board or Committee, for the purpose of its being inquired into; and at such Board or Committee Meeting the said Trustees,

being members of society, may be present and entitled to a voice, but not to move, or second a proposition, or vote; and the said Board or Committee Meeting shall have power, by a vote of the majority of those of them who may be present at the meeting, to suspend the said preacher, or other person as aforesaid, should it be deemed expedient, until the next ensuing Conference; but in case the suspension shall be by vote of the Committee, then such suspension shall only be operative till the next Quarter-day Board. But no charge shall be entertained by the said Quarter-day Board or Committee Meeting, unless the accused party shall have received, not less than seven days previous to such meeting, written notice from one or more of the Trustees, declaring the nature of the charge, and the time and place appointed for holding such board or meeting; and if any such preacher or other person shall refuse to submit to the above mode of trial in any of the cases above mentioned, he shall be considered as suspended till the ensuing Conference, and the chairman of the meeting, the secretary of the meeting, or some other person appointed by the meeting at which he shall be declared suspended, shall signify such suspension to the preacher so suspended as aforesaid. And if either the complainant or complainants, or the respondent shall be dissatisfied with the said decision, it shall be lawful for the person or persons so dissatisfied to appeal against the said decision, within twenty-one days after the date of such decision, to the General Committee appointed annually by vote of the Conference for the ensuing year; but the person or persons so appealing shall, to entitle him or them to appeal, comply with the rule observed in the said Connexion as to the expenses of appeals; and if either of the parties

shall be dissatisfied with the decision of the General Committee on such charge or complaint, such dissatisfied party shall be at liberty to appeal to the next ensuing Conference, whose decision shall be final.

School Rooms.

37. AND UPON FURTHER TRUST, in case a school room or school rooms shall be erected or provided upon the said piece of ground, or any part thereof, as aforesaid, or if there shall be no separate school room or school rooms, and it shall, by the Trustees for the time being of the Presents, or the major part of the members of a Trustees' meeting, be thought necessary or expedient to hold and teach a Sunday or other school or schools in any proper part of the said Chapel or Place of Religious Worship, then to permit and suffer a Sunday or other school or schools to be held, conducted, and carried on from time to time in the said school room or school rooms, or, if it shall be thought necessary or expedient as aforesaid, in the said Chapel or Place of Religious Worship as aforesaid ; but in the said Chapel or Place of Religious Worship, then only at such hours and times as shall not interfere with the public worship of Almighty God therein ; and in all cases, whether in the said Chapel or Place of Religious Worship or not, under such government, order, and regulations as the said Conference have directed or appointed, or shall hereafter from time to time direct or appoint, as respects such schools as aforesaid.

38. AND UPON FURTHER TRUST, at all times hereafter to insure and keep insured the said chapel and school room, if any, and other buildings, if any, forming part of the trust premises, from loss or damage by fire, in some

insurance office, to be selected by a majority of a meeting of the said Trustees, in such sum or sums as the said Trustees for the time being, or the major part of a meeting of them, shall think proper or expedient, in the joint names of such of the Trustees as the majority of the said Trustees' meeting shall direct; and the policy of Insurance, together with the receipts for the yearly premiums, and also all the title deeds relating to the said chapel, school room, buildings, and other the trust premises, shall be deposited with and kept by the superintendent preacher for the time being appointed to the said chapel, or with such other person as the Trustees, with the sanction of the Quarter-day Board of the station, shall determine.

Power to take down buildings for the enlargement or alteration of the Trust premises.

39. PROVIDED ALWAYS that it shall be lawful for the Trustees for the time being of these Presents, or the major part of the members of a Trustees' meeting (with the sanction of the District Building Committee of the district, or any committee that shall be appointed by the Conference for that purpose in which such Chapel or Place of Religious Worship, or school room, buildings, or premises aforesaid is or are situated first had and obtained) when and so often as they shall deem the same necessary or expedient, to take down and remove the said Chapel or Place of Religious Worship, or school room, buildings, or premises aforesaid, or appurtenances belonging or appertaining thereto, or all or any of them, or any part or parts thereof respectively, for the purpose of rebuilding the said Chapel or Place of Religious Worship, or for the purpose of building or rebuilding any vestry room or vestry rooms, school room or school rooms, dwelling house or dwelling houses,

offices, conveniences, and appurtenances, or enlarging or altering the same respectively, or all or any of them, so as to render the premises better adapted to and for the due accomplishment of the trusts, intents, and purposes of these Presents :

Power to Mortgage.

40. AND IT IS HEREBY DECLARED that from time to time, and at all times hereafter, it shall and may be lawful to and for the Trustees of these presents for the time being, or for the major part of them, to mortgage, and for that purpose to appoint, convey, and assure, in fee or for any term or terms of years, the said plot of ground, Chapel, or Place of Religious Worship, hereditaments and premises, or any part or parts thereof respectively, to any person or persons whomsoever, for securing such sum or sums of money as may be requisite or necessary in or for the due execution or accomplishment of the trusts and purposes of these Presents, or any of them, according to the true intent and meaning thereof :

Mortgagees not bound to inquire into necessity of the Mortgage.

41. BUT IT IS HEREBY DECLARED that it shall not be incumbent upon any mortgagee or mortgagees, or upon any intended mortgagee or mortgagees of the said trust premises, or any part or parts thereof, to inquire into the necessity, expediency, or propriety of any mortgage or mortgages which shall be made, or proposed to be made, under or by virtue of these Presents, or whether the same is or are made, or intended to be made, for the whole amount of the debt, or of the aggregate amount of the debts which shall be so due and owing as aforesaid, or whether the last-mentioned consent has been given as aforesaid: Nor shall anything in these

Presents contained, or which may be contained in any such mortgage or mortgages, extend or be construed to extend, unless where the contrary shall, with the full knowledge and consent of the said Trustees for the time being or the major part of them, be therein actually expressed to hinder, prevent, or make unlawful the taking down, removing, enlarging, or altering the said buildings and premises, or any of them respectively, as in these presents before mentioned and provided for in that behalf, nor in any manner to hinder, prevent or interfere with the due execution of the trusts or purposes of these Presents, or any of them, so long as such mortgagee or mortgagees, his, her, or their heirs, executors, administrators and assigns, shall not be in actual possession, as such mortgagee or mortgagees of the hereditaments comprised, or to be comprised in such mortgage or mortgages; anything in these Presents contained to the contrary in anywise notwithstanding.

Mortgages not to prevent Trustees from altering the trust premises, except in the cases mentioned.

42. AND IT IS HEREBY DECLARED and agreed amongst the said Trustees, that they or the major part of the members of a Trustees' meeting, in conjunction with the superintendent preacher for the time being of the circuit or station in which the said Chapel or Place of Religious Worship, or trust premises is or are situated, or some other delegate or agent of the Quarter-day Board of the said station or circuit held as aforesaid, shall from time to time annually or otherwise choose a steward or stewards, being a member or members of the said Primitive Methodist Connexion, and at their will and pleasure to remove and to dismiss such steward or stewards of the said Chapel or

Power to appoint chapel stewards and treasurer, and secretary of trustees.

Place of Religious Worship; and the duty of such steward or stewards shall be to see and attend to the orderly conducting of the secular affairs of the said Chapel and trust premises under the direction and superintendence of the Trustees' meeting for the time being of these Presents or the major part of them: and also in like manner to appoint any proper person or persons, of good reputation, to be a treasurer or treasurers of the funds of the said Chapel or Place of Religious Worship and premises, and at their will and pleasure to remove and dismiss such treasurer or treasurers, or any or one of them; and the said Trustees or a major part of the members of a meeting of the Trustees shall elect and appoint a secretary who shall act as such to the Trustees, and who shall keep a duplicate copy of all the accounts, and shall perform such other duties as may be specified by the said Trustees.

Trustees to let pews, houses, school-room and to sell graves and tombs.

43. AND UPON FURTHER TRUST from time to time, and at all times hereafter, to let the pews and seats in the said Chapel or Place of Religious Worship, at a reasonable rent or reasonable rents (reserving free seats for the poor, where and as many as may be thought necessary and expedient), and also the dwelling house or dwelling houses, school room or school rooms, or any of them now standing on the said ground or which may hereafter be erected and built as aforesaid, then to let the same or any of them, at a reasonable rent or reasonable rents, and also, if there shall be a cemetery or burial ground, to let graves and tombs at a reasonable rent or reasonable rents, or to sell graves and tombs at a reasonable price or reasonable prices, and to collect, get in and receive

the rents, profits, and income to arise in any manner from the said premises (excepting moneys which shall from time to time arise from collections or subscriptions duly made therein, according to the general rules and usages of the said Primitive Methodist Connexion, for other purposes than for the immediate purpose of the said trust estate), as and when the same shall from time to time become due and payable, but not (excepting as to moneys from time to time received for graves and tombs), by way of anticipation, further than for the quarter, or half year, or year (as may be thought expedient), immediately before the Quarter-day, that is to say the twenty-fifth day of March, the twenty-fourth day of June, the twenty-ninth day of September, and the twenty-fifth day of December respectively, as the case may be, next after the receipt thereof.

To receive rents, and other income, excepting certain collections and subscriptions.

44. AND IT IS HEREBY DECLARED, that the Trustees or Trustee for the time being of these Presents, shall stand and be possessed of the money arising from the said rents, profits and income (except as aforesaid). Upon trust thereout to pay in the first place, such duties, taxes, rates, and other outgoings (if any) as from time to time shall be lawfully payable in respect of the said premises, or any part or parts thereof: and also the costs, charges and expenses of insuring and keeping insured the said trust premises against loss or damage by fire, in such sum or sums as the said Trustees for the time being, or the major part of them, shall from time to time think proper or expedient, and in repairing and keeping the said trust premises in good repair and condition; and likewise the interest of all principal moneys

Appropriation of rents and profits.

borrowed, and then due and owing on security of the said trust premises, or any part or parts thereof, by virtue of these Presents; and then to retain to and reimburse themselves respectively, all costs, charges, and expenses, lawfully incurred, and paid by them, in or about the due execution of the trusts of these Presents, or any of them; and in the next place, thereout to pay and discharge the necessary costs, charges, and expenses, from time to time incurred in cleaning, lighting, warming, and attending to the said Chapel, or place of Religious Worship and premises; and generally to liquidate any debts, costs, charges, incumbrances, and expenses at any time lawfully incurred under, or occasioned by, the due execution of the trusts of these Presents, or any of them, and not included in any of the provisions aforesaid.

Appropriation of surplus money.

45. AND UPON FURTHER TRUST, from time to time, to pay and apply any surplus money remaining after the due payment of all such lawful debts, costs charges, incumbrances, and expenses as aforesaid (but according, and in conformity to the general rules and usages of the said Primitive Methodist Connexion), for or towards the purpose of assisting or increasing the funds of any other Chapel or Place of Religious Worship, or Chapels or Places of Religious Worship, school or schools, belonging and appropriated to the use of the said Primitive Methodist Connexion, and which are, or shall for the time being be settled upon such or similar ends, intents and purposes, as are in these Presents mentioned; or for or towards the support of the preacher or preachers for the time being, respectively appointed by the said Conference, or otherwise

as aforesaid, either in the station in which the said Chapel or Place of Religious Worship shall for the time being be situated, or in some other station or stations only belonging to the said Primitive Methodist Connexion; or in subscribing or giving to any of the general funds, objects, or charities, of the said Primitive Methodist Connexion; or for or towards all, or any of the purposes, objects, funds, or charities, hereinbefore mentioned, in such manner as the Trustees for the time being of these Presents, or the major part of the members of a Trustees' meeting, with the approbation of the Station Quarter-day Board, within whose jurisdiction the said Chapel or Place of Religious Worship shall for the time being be situate, shall from time to time determine: all cases of dispute between the Trustees and the Station's Quarter-day Board, shall be laid before the next ensuing Conference for consideration and decision: AND IT IS HEREBY DECLARED that it shall be lawful for the Trustees for the time being of these Presents, or the major part of the members present at a meeting of the Trustees (although there shall not then be any such surplus money as aforesaid) from time to time to subscribe or give such sum or sums of money as they shall think necessary or expedient, and may be conveniently spared from the funds of the said Chapel or Place of Religious Worship, for or towards all or any of the purposes, objects, funds, or charities, aforesaid, subject, nevertheless, to approval or disapproval of the said Quarter-day Board of the Station.

Power for the trustees to subscribe to the funds of the Connexion if there be no surplus money.

Account Books to be kept, and shewn to the Superintendent Preacher on request.

46. AND IT IS HEREBY DECLARED that the Trustees and Trustee for the time being of these Presents, shall themselves, or by their Steward or Stewards, Treasurer or Treasurers, keep a book or books of account, in which from time to time, shall be regularly and legibly entered an account of every receipt and disbursement by them, him, or any of them, received or made, and also of all debts and credits due to, and owing from or in respect of, the said trust premises, or any part or parts thereof, and also of all other documents, articles, matters, and things necessary for the due and full explanation and understanding of the same book and books of account; and shall also, in like manner, keep a book or books of minutes of all Trustee meetings from time to time held under and by virtue of these Presents, and of the resolutions passed, and of all proceedings, acts, and business, had, taken, and done thereat, and also of all documents, articles, matters, and things, necessary for the due explanation and understanding of the same minutes and all other things done in and about the execution of the trusts of these Presents: and shall and will from time to time, and at all reasonable times hereafter, upon the request of the Quarter-day Board or Committee of the Station, or the Superintendent Preacher, produce to them or him, or to such person or persons as they or he shall direct, all and every such book or books of account and minutes, documents, articles, matters, and things, and permit and suffer copies, or abstracts of, or extracts from them or any of them, to be made and taken by the person or persons to whom such production shall be so made as aforesaid.

47. AND IT IS HEREBY DECLARED that from time to time, and at all times hereafter, it shall be lawful for the Trustees for the time being of these Presents, or the majority of the members present at a properly-appointed Trustees' meeting, to bring or defend any action or actions, suit or suits, respecting the said trust estate and premises, in the names or name of the Trustees or Trustee for the time being of these Presents, and also that if any difference, disagreement, or dispute shall at any time or times hereafter happen to arise between the said Trustee or Trustees for the time being and any other person or persons whomsoever touching or relating to any boundary, right, privilege, light, way, drain, easement, or any other matter or thing whatsoever, belonging, or relating, or appertaining, or supposed, believed, or claimed to belong, relate, or appertain to the said plot of ground, Chapel or Place of Religious Worship, hereditaments, and premises, or to any part or parts thereof, and claimed and disputed by the party or parties, in difference, disagreement, or dispute; then, and in every such case, it shall be lawful for, but not imperative upon, the Trustees for the time being of these Presents, or the majority of the members present at a meeting of the Trustees, to refer every or any such matter or difference, disagreement, or dispute, to the arbitration and decision of two indifferent persons, one to be chosen by the said Trustees for the time being, or a majority of the members present at a meeting of the Trustees, and the other by the other party or parties in difference or disagreement, and the award to be made by the arbitrators under their hand or seal, or hands and

Power to bring or defend actions and to refer disputes to arbitration.

seals, under such restrictions and conditions as to time and other circumstances as shall have been previously agreed upon in writing by the said Trustees for the time being, or a majority of the members present at a meeting of the Trustees, and the other party or parties in difference or disagreement, or the award of their umpire, to be appointed by the said arbitrators (subject to such restrictions and conditions as aforesaid), under his hand, or hand and seal, shall be binding and conclusive upon all parties, and the same may, if thought necessary or expedient, be made a rule of any of His Majesty's Courts of Record.

Accounts to be audited yearly designation of Auditors, and Notice of meetings.

48. AND IT IS HEREBY FURTHER DECLARED AND AGREED, that a general meeting of the Trustees for the time being, of the said trust premises, jointly with the said Superintendent Preacher, or Circuit or Station Quarterday Board Delegate or Agent shall be held once at least in every year, or oftener, if the said Trustees or the major part of the members present at a meeting of the Trustees deem it necessary or expedient, in the said Chapel or in some other convenient place, of which meeting due notice shall be given in the said Chapel, by the said Superintendent Preacher, or by some other person, duly authorized by the rules and usages of the Station in which the said Chapel and premises are situated, during the time of divine service, or by post, seven days at least previous to such meeting ; and at such meeting the said Trustees, or the Trustees for the time being, or the major part of them, by their Steward or Stewards, Treasurer or Treasurers, shall produce a fair and clear account of all moneys received and paid, with vouchers for or

on account of the said trust Chapel and premises. And when such account shall have been properly audited and allowed by the said Trustees, or the major part of the members present at a meeting of the Trustees, or by persons appointed by them for that purpose, and signed by the President and Secretary of the said Trustees' meeting, the said accounts shall be considered as audited and passed.

Trustee Meetings for special business, and notice thereof.

49. AND IT IS HEREBY DECLARED that every meeting for the purpose of taking into consideration the propriety of making any alteration of, or any addition to, or mortgage or sale of, the said Chapel or Place of Religious Worship and premises, or any part or parts thereof, or for contracting any debt upon, or for, or on account thereof (other than for the ordinary current expenses thereof) or for letting any such house or houses, school room or school rooms, as aforesaid, or for fixing the rents or prices, and making or altering rules, fixing the rents or prices of such graves, tombs, pews, and seats as aforesaid, or for appropriating the funds of the said Chapel or Place of Religious Worship (otherwise than for the due payment of the ordinary current expenses thereof) or for bringing or defending any action or actions, suit or suits, respecting the said trust estates and premises or any part thereof, or for referring any difference, disagreement, or dispute, relating thereto to arbitration, or for any one or more of the above purposes shall be, and shall be deemed or taken to be a special meeting, and of every such meeting at least seven days' notice in writing, and specifying the time, place, and purpose or purposes of such intended meeting, and signed by two, at least of the Trustees for

the time being of these Presents, or by the Superintendent Preacher for the time being, shall be given to the other and others of them, the said Trustees and Superintendent Preacher (unless when he himself is the person giving such notice) and either personally served on him and them, or left for, or sent by the post to him and them respectively, at his or their most usual place or places of abode or business.

Meetings for ordinary business.

50. AND for the purpose of transacting the ordinary business relating to the said Chapel or Place of Religious Worship and premises, or for any other purpose relating to these Presents or the trusts thereof (except where at least seven days' notice is expressed or required as hereinbefore is mentioned), a meeting of the Trustees for the time being of these Presents may be held so soon as the same can be conveniently convened by notice in writing, specifying the time and place of such meeting, given and signed by two at least of the said Trustees for the time being or by the said superintendent preacher for the time being, and either personally served, or left for, or sent by the post, as aforesaid, to the other Trustee or Trustees and the superintendent preacher (except in such cases as when he himself is the person giving such notice, or his colleague with his consent) at his or their most usual place or places of abode or business, or notice of the said Trustees' meeting, signifying where and when it shall be held, may be announced from the pulpit of the said chapel or place of religious worship, by the duly authorized officiating preacher during divine service.

Power for Quarter-day Board or Superintendent Preacher to summon a Trustees' Meeting.

51. AND IT IS HEREBY FURTHER DECLARED that the Quarter-day Board or the committee, or the superintendent preacher of the Station in which such chapel shall be situate shall have full power to summon and appoint a Trustees' meeting of the said chapel whenever he or they may deem it necessary so to do, but notice of such meeting shall be given by post or otherwise to each of the said Trustees seven days before the day appointed for the meeting.

Unavoidable failure in Notices not to render Meetings invalid.

52. PROVIDED ALWAYS, and it is hereby declared that no meeting held under or by virtue of these Presents shall be invalid, or the resolutions thereof void or impeached by reason that any such notice or notices as aforesaid may not or shall not have reached any Trustee or Trustees for the time being of these Presents, who at the time of any such meeting happens to be beyond the seas, or who or whose place or places of abode or business, shall not be known to and cannot reasonably be found or discovered by the person or persons who is or are respectively as aforesaid authorized to give any such notice or notices as aforesaid.

Superintendent Preacher entitled to be present at trustees' meetings, or in case of his inability to attend, his colleague or any one of his colleagues may attend.

53. PROVIDED ALWAYS and it is hereby declared that the superintendent preacher for the time being of the Circuit or Station in which the said Chapel or Place of Religious Worship shall for the time being be situated, or so often as the said superintendent preacher shall find himself unable to attend, his colleague, or any one of his colleagues in the ministry belonging to the same Station with himself to be nominated by such superintendent, shall be entitled to be present at, and take part in the proceedings of, and have a vote at all meetings of Trustees held

under or by virtue of these Presents; but nothing herein contained shall make the presence of such superintendent or of his nominee as aforesaid necessary to the validity of any meeting of the Trustees, providing that he has had timely notice thereof, and cannot or will not attend.

Regulations as to meetings of trustees, and casting vote of the Chairman or President.

54. AND IT IS HEREBY DECLARED that at any meeting held under or by virtue of these Presents, or of the Trusts thereof, or any of them, the persons present at such meeting and entitled to vote thereat, or the majority of them, shall choose a Chairman or President of such meeting, and shall decide any question or matter proposed at such meeting, and respecting which votes shall be given: And in case the votes shall be equally divided, then the Chairman or President of such meeting shall give the casting vote, which casting vote he shall have in addition to the vote he shall be otherwise entitled to.

Votes of the majority present to be binding.

55. AND IT IS HEREBY DECLARED that whenever it shall be thought necessary or expedient to do anything in and by these Presents directed, authorized, or made lawful to be done, the necessity or expediency of doing the same shall in like manner be decided by the persons present and entitled to vote upon the question to be determined, or by the majority of them, and if there shall be an even division, then by such casting vote as aforesaid and all acts and deeds done and executed in pursuance of any such decision as aforesaid shall be good, valid, and binding on all persons entitled to vote at the meeting who may be absent, or being present may be in the minority, and on all other persons claiming under or in

pursuance of these Presents, but no person (unless where the contrary is hereinbefore expressly mentioned) shall be allowed to vote in more than one capacity at the same time or on the same question, although holding more than one office at the same time in the said Primitive Methodist Connexion or in the same meeting.

General rules, usages, and regulations.

56. AND IT IS HEREBY DECLARED that the "General rules and usages" of the said Primitive Methodist Connexion in these Presents mentioned or referred to are the General rules, regulations, usages and practice of the whole body of the people comprising the said Community called the "Primitive Methodist Connexion," as the same general rules, regulations, usage and practice respectively appear in and by the annual Minutes of the said Conference, or from such extracts from the said Minutes as have from time to time been printed and published as aforesaid, but subject, nevertheless, to the Provisions and Declarations of the said in part recited Deed Poll and the Proviso respecting doctrines therein contained.

Further power to sell in the case mentioned without consent of the Conference.

57. PROVIDED FURTHER, And it is hereby declared that in case the said Primitive Methodist Society at Walworth aforesaid and the neighbourhood thereof shall at any time hereafter so increase as to require a larger or more commodious Chapel or Place of Religious Worship, (of which case or state of circumstances a declaration in writing, under the hands of the majority of the said Trustees at a properly convened Trustees' meeting, and the President of a Quarter-day Board of the Station in which the said trust premises are or may for the time being

be situated, shall be conclusive proof to purchasers and all other persons whomsoever), then with the sanction of the Building Committee of the District in which the said Chapel and premises are for the time being situated, first obtained in writing, signed by the Secretary of the said Building Committee, or of any other Committee which may have been appointed for that purpose by the Conference, it shall be lawful for the said Trustees, or the major part of the members present at a meeting of the Trustees, to sell the same trust premises together or in lots, and either by public auction or private contract, and either at one and the same time or at different times, and subject or not to any special or other conditions of sale as to the said Trustees or the major part of such Trustees' meeting shall appear expedient, and for the best price or prices in money that can be reasonably obtained for the same, and well and effectually to convey and assure the hereditaments and premises so sold with the appurtenances to the purchaser or respective purchasers thereof, his, her, or their heirs and assigns, or as he, she, or they shall direct and appoint, and the hereditaments and premises so sold and conveyed and assured as last aforesaid shall thenceforth be held and enjoyed by the purchaser or purchasers thereof, his, her, and their heirs, executors, administrators, and assigns freed and absolutely discharged from these Presents, and the trusts hereby declared, all and every of them; And the Trustees shall apply the money arising from the sale of the said premises as aforesaid, in case the premises shall be sold, and which shall be received by the Trustees aforesaid, in paying off the debt or debts owing on account of the said trust

Appropriation of purchase-money.

premises, or invest the same in the purchase or erection of a larger or more commodious Chapel or Place of Religious Worship, or otherwise in aid of a Chapel or Chapels or school or schools, legally settled on the said Primitive Methodist Connexion, as the Trustees, with the approbation of a Quarter-day Board of the Station in which the said trust premises shall for the time being be situated shall determine, but no mortgagee or purchaser shall be affected by these Provisions.

Power for the Trustees with the consent of the Conference to sell and convey.

58. PROVIDED FURTHER, And it is hereby declared, that in case the said Primitive Methodist Society at Walworth aforesaid, and the neighbourhood thereof shall at any time be so reduced that the income arising from the said piece of ground, Chapel or Place of Religious Worship, hereditaments, and premises shall be inadequate to meet and discharge the interest of all moneys borrowed and then due and owing upon or on account of the said Trust premises and the various current expenses attending the due execution of the Trusts of these Presents, or if for any other reasons or reason whatsoever the Trustees or the major part of the members present at a Trustees' meeting think it necessary or expedient to sell the said Chapel and premises or any part or parts thereof, then it shall and may be lawful to and for the Trustees for the time being of these Presents, or the major part of the members present at a meeting of the Trustees, with the consent of the said Conference, such consent to be testified in writing under the hands of the President and Secretary for the time being of the said Conference at any time or times hereafter absolutely to sell and dispose of the said piece of ground, Chapel or Place of Religious Worship,

hereditaments, and premises, or of such part or parts of the same respecting which such consent in writing as aforesaid shall be given by public sale or private contract, and together or in lots and either at one and the same time, or at different times, and with and under such special or other conditions of sale as to the said Trustees or the major part of the members present at a meeting of the Trustees shall appear expedient for the best price or prices in money that can be reasonably obtained for the same, and well and effectually convey and assure the hereditaments and premises so sold to the Purchaser or Purchasers thereof, his, her, or their heirs and assigns, or as he, she, or they shall direct and appoint.

59. AND IT IS HEREBY FURTHER DECLARED, that if the sale of the said Chapel, or Trust Premises, or any part or parts of them shall in the judgment of the said Trustees, or the major part of the members present at a meeting of the Trustees, become indispensable between one annual Conference of the said Primitive Methodist Connexion and the next ensuing annual Conference of the said Connexion, then and in such case the President and Secretary of the annual Conference for the time being of the said Connexion, who signed the Minutes in the said Conference Journal shall have full and complete authority on behalf of the said Conference to affix their signatures to a Document giving permission to sell the said Chapel and trust premises aforesaid, or any part or parts thereof in the manner aforesaid, provided nevertheless that it be first certified to them in writing that such sale has been sanctioned by the District Building Committee of the district, (or any Committee

that shall or may be appointed by the Conference for that purpose, in which the said Chapel and trust premises are or may be for the time being situated), and the General Committee for the time being of the said Primitive Methodist Connexion : And the hereditaments and premises so sold and conveyed and assured as aforesaid, shall thenceforth be held and enjoyed by the purchaser or purchasers thereof, his, her, or their heirs, executors, administrators, and assigns, freed and absolutely discharged from these Presents, and from the Trusts hereby declared, and every of them.

Appropriation of the purchase-money.

60. AND the Trustees or Trustee for the time being, acting in the trusts of these Presents, shall apply the money which shall arise from every such sale or sales as aforesaid, in case the premises shall be sold, so far as the same money will extend to the discharge of all the encumbrances, liabilities, and responsibilities, whether personal or otherwise lawfully contracted or occasioned by virtue of these Presents, or in the due execution of the Trusts thereof, or of any of them, or invest the said money in the purchase or erection of a larger or more commodious Chapel and premises, to be settled upon the same trust, and to and for the same ends, intents, and purposes, and with, under, and subject to the same powers, provisions, and declarations, as are in and by these Presents expressed and contained, or such of them as shall be then subsisting or capable of taking effect, or to aid in supporting the Preacher or Preachers who shall for the time being be employed as aforesaid in the Circuit or Station in which the said Chapel and premises shall for the time being be situated, as the Trustees or the major part of the members present at a meeting of the

Trustees shall with the approbation of the Station Quarter-day Board determine, but no Mortgagee or Purchaser shall be effected by this provision.

Receipts Trustees to be good discharges.

61. AND IT IS HEREBY DECLARED that the receipt or receipts of a majority of the Trustees for the time being of these Presents shall, in all cases of payment made to them or any of them as such Trustees or Trustee as aforesaid, be a full discharge to the person or persons entitled to such receipt or receipts, his, her, and their heirs, executors, administrators, and assigns, for all mortgage moneys, purchase moneys, or other moneys, therein respectively expressed and acknowledged to have been received by any such Trustees or Trustee as aforesaid, and in all cases except for money paid and received in respect of any mortgage or sale of the said hereditaments and premises, or any part or parts thereof as aforesaid the receipt or receipts, of any one or more of the Trustees the time being of these Presents, or of any one or more of the Stewards or Treasurers for the time being by the said Trustees for the time being, or the major part of them, duly authorized to sign and give receipts, shall be a full discharge to the person or persons entitled to such receipt or receipts, his, her, and their heirs, executors, administrators and assigns, for all moneys (except as aforesaid) therein respectively expressed and acknowledged to have been received by any such Trustee, Steward, or Treasurer as aforesaid.

Purchasers or Mortgagees not bound to inquire into the propriety of

62. AND IT IS HEREBY DECLARED that it shall not be incumbent upon any mortgagee or mortgagees, purchaser or purchasers of the said piece or parcel of ground, Chapel or Place of

Religious Worship, hereditaments and premises, or of any part or parts thereof respectively, to inquire into the necessity, expediency or propriety of any mortgage, sale, or disposition of the said plot of ground, Chapel, or Place of Religious Worship, hereditaments, and premises, or of any part or parts thereof, made or proposed to be made by the said Trustees or Trustee, for the time being, or the major part of the members present at a meeting of the Trustees as aforesaid or whether any such notice or notices as aforesaid was or were duly given, or was or were valid or sufficient, or whether any Steward or Stewards, Treasurer or Treasurers, was or were duly authorized to sign and give receipts as aforesaid; nor shall it be incumbent upon such mortgagee or mortgagees, purchaser or purchasers, or any of them, or for any other person or persons, his, her, or their heirs, executors, administrators or assigns, paying money to such Trustees or Trustee, or their Steward or Stewards, Treasurer or Treasurers, for the time being as aforesaid, to see to the application, or to be accountable for the loss, misapplication, or non-application of such purchase or other money, or any part thereof, for which a receipt or receipts shall be respectively given as aforesaid.

mortgage or purchase, nor be answerable for the application of purchase or mortgage moneys.

63. AND IT IS HEREBY DECLARED that the Trustees or Trustee for the time being of these Presents shall not nor shall any of them, their or any of their heirs, executors, or administrators, or any of them be chargeable or accountable for any involuntary loss suffered by him, them, or any of them nor any one or more of them for any other or others of them, nor for more money than shall come

Circumstances under which Trustees are not chargeable nor accountable.

to their respective hands, nor for injury done by others to the said Trust premises or to any part or parts thereof.

Circumstances under which a Trustee shall cease to act and on being indemnified shall convey the Trust estate to the other Trustees,

64. PROVIDED ALWAYS, and it is hereby declared that from time to time, and at all times hereafter, in case any Trustee or Trustees for the time being of these Presents shall be duly excluded from being a member or members of the said Primitive Methodist Connexion, and shall continue out of the said Connexion for more than twelve calendar months then next following, or shall cease to attend religious worship at some Chapel or place of religious worship belonging to the said Primitive Methodist Connexion for the space of twelve calendar months, or if any Trustee, not being a member of the Primitive Methodist Connexion shall cease to attend as a regular hearer at some place of religious worship belonging to the Primitive Methodist Connexion for the space of twelve calendar months, then and in every such case upon the request in writing of the other and others of the said Trustee or Trustees for the time being, or a major part of them, but not otherwise, he and they the Trustee and Trustees so excluded from being a member or members of the said Primitive Methodist Connexion, and continuing out of the said Connexion for the time aforesaid, or ceasing to attend religious worship at one of such Chapels or places of religious worship as aforesaid, shall at the expense of the said Trust Fund or estate and premises, and upon receiving such indemnity as is hereafter mentioned well and effectually release and

relinquish the trusts by these Presents created and declared and well and effectually convey and assure the said piece of ground, Chapel, or place of religious worship and premises, either to the use of the other and others of the Trustees for the time being of these Presents or otherwise, as shall or may be directed or appointed under, or by virtue of any power or authority hereinafter contained for appointing new Trustees of these Presents or for increasing the number of such Trustees, and shall not nor will thenceforth act in, intermeddle, or in anywise interfere in or about the execution of the Trusts of these Presents or of any of them, but shall and will thenceforth permit and allow all powers and authorities given or created in or by these Presents, and all and every the act and acts done or to be done, under or by virtue thereof, to be exercised, done and performed, by the other and others of the Trustees for the time being of these Presents, or a majority of the members present at a Trustees' meeting. Nevertheless, it is hereby expressly declared, that in every such case the Trustees or Trustee so excluded from being a member or members, and continuing out of the said Primitive Methodist Connexion as aforesaid, or ceasing to attend religious worship at one of such chapels or places of religious worship as aforesaid, shall not be required to execute any release, conveyance, or assurance as last mentioned, unless, and until the other Trustees or Trustee for the time being, as aforesaid, or the major part of the members present at a meeting of the Trustees, shall have tendered to the Trustees or Trustee so excluded from being a member or members and continuing out of the said Primitive Methodist Connexion, as aforesaid,

or ceasing to attend religious worship at such chapel or place of religious worship as aforesaid a bond in a sufficient penalty, under the hands and seals of such other Trustees or Trustee, or the major part of them for indemnifying the said Trustees or Trustee so excluded from being a member or members, and continuing out of the said Primitive Methodist Connexion, or ceasing to attend such chapel or place of religious worship, and for the time as aforesaid, and every of them, their, and every of their heirs, executors, and administrators of and from and against the payment of all and every sum and sums of money, cost, charges, and expenses which he, they, or any of them, his, their, and any of their heirs, executors, or administrators, either separately or jointly with any other Trustees or Trustee of the said trust premises may be bound, engaged, or liable, to pay in respect to the said plot of ground, chapel, or place of religious worship and premises, or in or about the due execution of the trusts of these Presents, or in place of such bond or obligation shall procure the Trustees or Trustee so excluded from being a member or members or continuing out of the said Primitive Methodist Connexion for the time aforesaid, or ceasing to attend religious worship, at such chapel or place of religious worship, and for the time as aforesaid, to be effectually released and discharged of and from and against the payment of all such sum or sums of money, costs, charges, and expenses, as last aforesaid, and from all liability on account or in respect thereof, or in anywise relating thereto, and after the tender of such bond of indemnity or of such release as last aforesaid, all meetings held, and all acts, deeds, matters, and things

done, performed, and executed by the other Trustees or Trustee for the time being of these Presents, or a majority of them, shall be as valid and effectual to all intents and purposes whatsoever, as if the Trustee or Trustees so excluded from being a member or members and continuing out of the said Primitive Methodist Connexion as aforesaid, or ceasing to attend religious worship at such chapel or place of religious worship as and for the time aforesaid, had actually released and relinquished the trusts of these Presents and every of them, and had actually conveyed and assured the said trust premises as last aforesaid, anything in these Presents contained to the contrary in anywise notwithstanding.

Not to prevent his future election if in other respects elegible.

65. PROVIDED ALWAYS that nothing herein before contained shall be construed to prevent or disqualify any person or persons so excluded or ceasing to attend religious worship at a place of worship belonging to the said Primitive Methodist Connexion as aforesaid, from being at any future time nominated and appointed and chosen (if then duly qualified) to be a Trustee or Trustees of the said plot of ground, chapel, or place of religious worship and premises, under, or by virtue of the powers or authorities hereinafter contained, or either of them, for appointing new Trustees, or for increasing the number of the Trustees of these Presents.

Ceasing to continue a Trustee on emigrating to a foreign

66. PROVIDED FURTHER, and it is hereby declared that if any Trustee of the said Chapel and premises shall emigrate to any Country or Place beyond the United Kingdom of

country, or becoming mentally deranged.

Great Britain and Ireland, and shall reside beyond the said geographical limits, for and during twelve calendar months, or in case any Trustee of the said Chapel and premises shall become incapable of acting through mental derangement, and such derangement shall continue during twelve calendar months, and be certified to the other Trustees or Trustee by a medical certificate, and in either of such cases the Trustee shall forthwith cease to be a Trustee of the said Chapel and premises as though he were already dead.

Power to appoint new Trustees.

67. PROVIDED ALWAYS, and it is hereby declared and agreed that when and so often as the Trustees for the time being of these Presents shall by death, incapacity bankruptcy, or refusal to act in the Trusts of these Presents, or through any other means, cause or causes, be reduced to the number of three Trustees, or before they are so reduced if the Trustees or the major part of them assembled at a meeting of the Trustees, or the Quarter-day Board of the Station, consider it expedient, then and in every such case their Steward or the Superintendent Preacher of the Circuit or Station in which the said Chapel and premises are for the time being situated, shall as soon as may be and from time to time cause public notice to be given in the said Chapel during the time of Divine service of a Meeting to be holden therein, or in some other convenient place after one weeks' interval at least for nominating twice the number required of suitable persons to be Trustees of the said plot of ground, chapel, or place of religious worship and premises, if so many suitable persons

can be found in the neighbourhood as shall, together with such of the old Trustees as shall continue in the Trusts of these Presents, make up in the whole the original number of Trustees, or more than that number if the Trustees for the time being, or the major part of them assembled at a meeting of the Trustees, think it expedient to appoint a greater number ; such meeting to be composed of the old Trustees, the leader or leaders of the class or classes of the Primitive Methodist Society at Walworth aforesaid, and the superintendent preacher for the time being aforesaid ; and the persons composing the said meeting, or the majority of them shall put in nomination so many persons being members of or friendly to the said Primitive Methodist Connexion, as shall be double the number of Trustees required to be elected and out of the persons so put in nomination the next ensuing Quarter-day Board of the said Station, or the majority of the members of the said Quarter-day Board, shall elect and appoint so many persons to be Trustees of the said piece of ground, chapel, or place of religious worship and premises, as shall, together with such of the old Trustees as shall continue in the Trust of these Presents, make up in the whole the original number of Trustees, or more if it be deemed expedient to appoint a greater number, or if none of the old Trustees shall continue in the Trusts of these Presents, then the Quarter-Day Board of the Station for the time being in which the said chapel and premises are situated, shall elect and appoint so many persons to become Trustees for the said Trust Estate as shall be equal to the original number of Trustees, or more if the said Quarter-day Board shall think

proper to elect and appoint a greater number, and the said plot of ground, chapel or place of religious worship, hereditaments and premises, and every part and parcel thereof with the appurtenance, (excepting only such part and parts thereof as shall have been sold and conveyed under or by virtue of the powers for sale in these Presents contained, or either of them), shall thereupon forthwith be legally and effectually conveyed and assured to and vested in such new and such surviving and continuing Trustees jointly, or to and in such new Trustees wholly, as the case may be, upon such and the same Trusts, and to and for such and the same ends, intents, and purposes, and with, under, and subject to such and the same powers, provisoes, declarations, clauses, and agreements as are in and by these Presents expressed, declared, contained, or referred to, of and concerning the same plot of ground, chapel, or place of religious worship, hereditaments and premises, or such of them as shall be then subsisting or capable of taking effect, and to, for or upon no other trust, use, end, intent, and purpose whatever, anything herein contained to the contrary in anywise notwithstanding.

Power to increase the number of Trustees

68. PROVIDED ALWAYS, and it is hereby declared, that if at any time or times hereafter the Trustees, or major part of the members present at a meeting of the Trustees for the time being of these Presents or a Quarter-day Board of the Station, shall judge it necessary or expedient to increase the number of the Trustees, of these Presents beyond the original number of Trustees, then and in every such case it shall be lawful to nominate, elect and appoint, in the

same manner as is hereinbefore mentioned and directed for the appointment and filling up of the original number of Trustees, any number of such proper persons aforesaid to be Trustees, of the said piece of ground, Chapel, or place of religious worship and premises, but so that the Trustees so to be elected and appointed as last aforesaid, together with such of the surviving Trustees as shall continue in the Trusts of these Presents, shall not in the whole exceed the number of twenty persons, and the said plot of ground, Chapel or Place of Religious Worship, hereditaments and premises, and every part and parcel thereof, with the appurtenances (excepting only such part or parts thereof as shall have been sold and conveyed under or by virtue of the said powers of sale in these Presents contained or either of them), shall thereupon forthwith be legally and effectually conveyed and assured to and vested in such continuing and new Trustees jointly, or to and in such new Trustees wholly, as the case may be, upon such and the same Trusts, and to and for such and the same ends, intents and purposes, and with, under, and subject to such and the same powers, provisoes, declarations, clauses and agreements, as are in these Presents expressed, declared, contained or referred to concerning the same plot of ground, Chapel, or Place of Religious Worship, hereditaments and premises, or such of them as shall be then subsisting or capable of taking effect, and to, for, or upon no other use, trust, end, intent, and purpose whatsoever, anything in these Presents contained to the contrary in anywise notwithstanding.

Trustees indemnified against involuntary losses, or others' defaults.

69. PROVIDED ALSO that the said Trustees of the said Chapel and premises shall not be answerable or accountable for each other's acts or receipts, nor for any loss or losses happening without his or their own respective default, nor for any Banker or other person with whom any trust moneys may be or have been deposited, nor otherwise for any involuntary loss or losses, and shall be at liberty to retain and allow to each other all expenses incident to the execution of the trusts and powers herein contained.

Joint liability of Trustees.

70. PROVIDED ALWAYS nevertheless that the Trustees for the time being of these Presents shall be answerable for and liable to the payment of all and every debt or debts which are or may be contracted by them in pursuance and *bonâ fide* for the purposes of these Presents, and the Trusts thereof, jointly and severally.

71. PROVIDED ALSO that in case any one or more Trustee or Trustees shall have to pay the whole of any such debt or debts, or more than a fair proportion thereof, he and they respectively shall be at liberty, and is and are hereby empowered to call upon each of his or their Co-Trustee or Co-Trustees for and to compel the payment of his or their proportion of such debt or debts so that each of the said Trustees for the time being shall contribute equally towards the discharge of such debt or debts, and pay an equal share thereof, but this provision shall not interfere with the right of the Trustees or any of them to have the trust property applied in satisfaction of the trust debts and in reimbursement to them the said Trustees of any payments made by them respectively on account thereof.

72. PROVIDED LASTLY, and it is hereby further declared and agreed that subject and without prejudice to the several trusts, powers and provisions hereinbefore contained, and to the due application thereof, in all the cases which are herein expressly provided for, the before mentioned plot of land, and the before mentioned Chapel or Place of Religious Worship, schoolroom, buildings, and all and singular other the trust premises herein comprised, or which are hereby vested, or are meant and intended to be vested in the Trustees of these Presents, are meant and intended to be vested in them, and shall be vested in them, in trust to be held, used, occupied, and enjoyed, in furtherance of the objects, intents, and purposes of the said Primitive Methodist Connexion, as the same are declared and set forth in and by the said recited Deed Poll of the fifth day of February, one thousand eight hundred and thirty.

73. AND the said Richard Davies, for himself, his heirs, executors, and administrators, hereby covenants with the said parties hereto, of the second part, their heirs and assigns as follows (that is to say) that (notwithstanding any acts or defaults whatsoever, of himself or any person or persons claiming or to claim through, under, or in trust for him or them) he the said Richard Davies now hath full power hereby to assure the said hereditaments and premises in manner aforesaid. And that the same shall henceforth be held and enjoyed accordingly, free from all incumbrances allowed or created by him or them or any person or persons claiming or to claim as aforesaid, and shall from time to time and at all times hereafter at the costs of the person or

Covenants.

For further Assurance.

persons requiring the same be further and more effectually assured unto the said Trustees by such acts, deeds, or other assurances as the said Trustees shall reasonably require and tender to be done, executed, or made.

74. IN WITNESS whereof, the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

RICHARD DAVIES, (L.S.)

JABEZ BARLOW, (L.S.)

GEORGE ROBY, (L.S.)

JOHN WONFOR, (L.S.)

ROBERT WILLIAM LINOM, (L.S.)

WILLIAM BAKER, (L.S.)

GEORGE WOODS, (L.S.)

ROBERT BAKER, (L.S.)

GEORGE HAYTER (L.S.)

JESSE POVEY, (L.S.)

WILLIAM LEWIS, (L.S.)

RICHARD POVEY, (L.S.)

Signed, sealed, and delivered by the above-named RICHARD DAVIES, in the presence of WILLIAM LEWIS, Solicitor, 7, Wilmington Square, MOSES LUPTON, General Committee Secretary, 8, Sutton Street, Commercial Road East, London.

Signed, sealed, and delivered by the above-named JABEZ BARLOW, GEORGE ROBY, JOHN WONFOR, ROBERT WILLIAM LINOM, WILLIAM BAKER, GEORGE WOODS, ROBERT BAKER, GEORGE HAYTER, JESSE POVEY, WILLIAM LEWIS, and RICHARD POVEY, in the presence of G. W. ODELL, Clerk to Messrs. LEWIS and SONS, Wilmington Square.

RECEIVED the day and year first above written of and from the above named parties of the second part the sum of one thousand pounds, being £1,000, the consideration money above-mentioned, to be paid by them to me,

RICHARD DAVIES,

Witness,
MOSES LUPTON,
WILLIAM LEWIS,

ACKNOWLEDGED by RICHARD DAVIES, party hereto, at the enrolment Office, Chancery Lane, in the County of Middlesex, this 2nd day of April, 1864.

Before me,

S. C. WARD.

ENROLLED in Her Majesty's HIGH COURT OF CHANCERY the second day of April, in the year of our Lord 1864. (being first duly stamped) according to the tenor of the statutes made for that purpose.

E. GRUBB.

FORM

OF

TITLE DEED,

FOR THE SETTLEMENT OF

CHAPELS, SCHOOL-ROOMS,

AND OTHER PROPERTY,

FOR THE USE OF THE

PRIMITIVE METHODIST CONNEXION.

GENERAL DIRECTIONS.

In conveying a Chapel, or land, or other property for the use of the Primitive Methodist Connexion, it will be necessary to use only the short form of conveyance which, by reference to the Model Deed, secures the settlement of the Chapel upon the trusts therein declared. The Model Deed is so framed as to admit of reference being made thereto of leasehold and copyhold, as well as freehold property. The short form of conveyance, though drawn in general terms, must be adapted to the particular circumstances of each case, and the operative part be varied as occasion may require. It seldom happens that two cases are so exactly similar as to admit of a precedent for one, without alteration, being copied for the other deed. The declaration of trusts following the *habendum* will in all cases remain the same. Every conveyance must be sealed and delivered by the grantor in the presence of, and be attested by, two witnesses. The deed must also be enrolled within six months from its date. If a money consideration be paid, a receipt for the purchase money must be endorsed. In every case it will be necessary to get legal assistance.

NOTE.

As the Chapels are settled upon this plan, by reference to the Model Deed, it is highly important that each Trustee should possess himself of a copy thereof, which may be had at the Book Room, 48-50, Aldersgate Street, London, E.C.

OPINION OF COUNSEL.

First. It will be sufficient in every subsequent Deed to refer to the original Deed ; and the Trustees will hold the Estates comprised in each subsequent Deed upon the Trusts of the original Deed.

Second. Every subsequent Deed should be stamped only according to the number of words it contains. It will not require additional stamps for the matter referred to.

Third. The Deed referred to will be good evidence of the Trusts referred to in the subsequent Deed.

Fourth. Whenever it shall be necessary to produce evidence of the Trusts referred to in the subsequent Deeds, the original Deed containing the Trusts referred to, or, in case of the loss of that Deed, an Office Copy of the Enrolment must be produced.

Conveyance

OF

A PIECE OF GROUND

FOR A

PRIMITIVE METHODIST CHAPEL.

This Indenture, made the day of 19 BETWEEN (the vendor) of the first part, and hereinafter called the Trustees of the second part and (the superintendent preacher for the time being of the circuit or station in the Primitive Methodist Connexion in which the piece of ground and hereditaments hereinafter described are situate) of the third part. WHEREAS the said Trustees being possessed of certain sums of money intended to be laid out in the purchase of a piece of ground and hereditaments, and in erecting and thereon building a Chapel or Place of Religious Worship, with such appurtenances as may be thought convenient, for the use of the People called Primitive Methodists, to be settled to the uses, upon the trusts, and in manner hereinafter declared and contained, have contracted and agreed with the said (vendor) for the absolute purchase of the piece of ground and hereditaments hereinafter described for the sum of £

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the sum of £ paid by the said Trustees to the said out of the moneys in their hands as aforesaid, at or before the

sealing and delivery of these Presents, the receipt whereof, he the said
doth hereby acknowledge, and from the same sum and every part thereof doth hereby acquit, release, and discharge the said Trustees and every of them : He the said (vendor)
with the approbation of
the superintendent for the time being, as aforesaid, testified by his being a party to and executing these Presents, doth grant and convey unto the said Trustees ALL THAT

together with all outhouses, gardens, fences, hedges, sewers, paths and appurtenances whatsoever, to the piece or parcel of ground and hereditaments belonging, or in anywise appertaining, or with the same or any part thereof respectively, now or at any time heretofore held, used, occupied or enjoyed, with their and any of their appurtenances, and the reversion and reversions remainder and remainders, yearly and other rents, issues and profits thereof, and all the estate, right, title, interest, inheritance, use, trusts, profits, claim and demand whatsoever, both at law and in equity, of him the said (vendor)

of and in the same premises and every part thereof: TO HAVE and TO HOLD the said piece or parcel of ground, hereditaments and all and singular other the premises by these Presents granted and released, and with their and every of their appurtenances in possession, immediately from the making hereof, and without any power of revocation, reservation, trust, condition, limitation, clause or agreement whatsoever, for the benefit of the said (vendor)

or of any person or persons claiming under him, unto and to the use of the said Trustees, their heirs and assigns for ever. But nevertheless upon such and the same trusts, and to and for such and the same ends, intents, and purposes, and with, under, and subject to such and the same powers, provisoes, declarations, and agreements, as are expressed, contained and

declared, or referred to in, and by a certain indenture of release, bearing date the 24th day of March, 1864, and made or expressed to be made between the Rev. Richard Davies of the one part, and Jabez Barlow, George Roby, John Wonfor, Robert William Linom, William Baker, George Woods, Robert Baker, George Hayter, Jesse Povey, William Lewis, and Richard Povey, of the second part, and enrolled in HER MAJESTY'S HIGH COURT OF CHANCERY, on the 2nd day of April, 1864, being a deed made for the settlement of a piece or parcel of ground and Chapel or Place of Religious Worship, with the appurtenances, situate at Walworth, in the County of Surrey, for the use of the people called Primitive Methodists, and to, for, and upon no other use, trust, intent, or purpose whatsoever. And the said (vendor)
doth hereby for himself, his executors and administrators, covenant with the said Trustees, and their heirs and assigns, that he now hath full power to grant the said hereditaments in manner aforesaid, and that the said Trustees, their heirs and assigns, shall from henceforth have quiet use and possession of the said hereditaments, without any interruption from the said (vendor)

or anyone claiming under him. And lastly that the said (vendor)
and all persons rightfully claiming any estate or interest, legal or equitable, in the said hereditaments, will at all times hereafter at the request and costs of the said Trustees, their heirs or assigns, execute any other deed, or do any other act necessary for the further or better granting the said hereditaments to the said Trustees in manner aforesaid.

IN witness, &c.

TO SUPERINTENDENT PREACHERS.

Dear Brethren,

Your special attention to the following particulars is earnestly requested :—

1. When you have a Chapel or other Deed to send to London for Enrolment in Chancery, see that the signing of the Deed by the Vendor or Grantor is attested by Two witnesses.

2. All Deeds must be Enrolled within six months after date. When the land contains more than two acres, and the Deed is not Enrolled, it is *void*.

Huxtable & Galway, Printers, City and Huntingdon.

DATE DUE

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